

1 HON. RICHARD A. JONES
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8 UNITED STATES DISTRICT COURT
 9 WESTERN DISTRICT OF WASHINGTON
 10 AT SEATTLE

11 STEVE TEIXEIRA,

12 Plaintiff,

13 v.
 14 MOZILLA CORPORATION a.k.a. M.F.
 Technologies, a California corporation;
 MOZILLA FOUNDATION, a California public
 benefit corporation; LAURA CHAMBERS and
 her marital community; WINIFRED
 MITCHELL BAKER and her marital
 community, and DANI CHEHAK and her
 marital community.

15 Defendants.

16 Case No. 2:24-cv-1032-RAJ

17
**DEFENDANT MOZILLA
 CORPORATION, LAURA
 CHAMBERS, AND DANI CHEHAK'S
 ANSWER AND AFFIRMATIVE
 DEFENSES TO PLAINTIFF'S FIRST
 AMENDED COMPLAINT**

18
SUMMARY OF AMENDED ANSWER OF CERTAIN DEFENDANTS

19 The Defendants listed below provide this Amended Answer to the First Amended
 20 Complaint filed by Steve Teixeira. This prefatory statement addresses some, but not all, of the
 21 various misstatements and falsehoods set forth in his Complaint.

22 First, Mr. Teixeira was not on track for the CEO position. On the contrary, Mr. Teixeira
 23 had been underperforming for a significant period in his position as Chief Product Officer
 24 ("CPO"). He failed to develop an effective product strategy. He also failed to adequately address
 25 the considerable concerns and feedback the Board and CEO raised regarding product strategy,
 26

1 including actively resisting requests that he engage in generative Artificial Intelligence
 2 (“GenAI”). Additionally, he consistently demonstrated poor management of his teams.

3 Second, Mr. Teixeira had been informed that there was an interim step between CPO and
 4 CEO - a President role. He had to succeed in the President role before he could be considered
 5 for the CEO position. In 2023, he was informed that his underperformance as CPO precluded
 6 him from being on track for the President position.

7 Third, Mr. Teixeira—not Mozilla—requested a reduced role in the Company due to his
 8 medical condition. Notwithstanding his significant underperformance and basis for termination,
 9 the Company agreed to Mr. Teixeira’s request for the reduced scope. Mr. Teixeira engaged
 10 actively and constructively with the Company throughout April 2024 to create this role, before
 11 he reversed course and concocted the baseless story that the role was being forced on him as an
 12 act of discrimination.

13 There are many other claims in the complaint that are inaccurate, irrelevant, and
 14 misleading, and we look forward to addressing them through legal proceedings.

15 **AMENDED ANSWER OF CERTAIN DEFENDANTS**

16 Defendants MOZILLA CORPORATION a.k.a M.F. Technologies (“Mozilla”), LAURA
 17 CHAMBERS, and DANI CHEHAK (collectively “Defendants”), by and through their
 18 undersigned counsel, hereby answer and assert defenses and affirmative defenses in response to
 19 the Complaint of Plaintiff STEVE TEIXEIRA (“Plaintiff”). Defendants’ amended answer,
 20 defenses, and affirmative defenses are based on information and knowledge thus far secured by
 21 Defendants, and Defendants reserve the right to amend or supplement their amended answer,
 22 defenses, or affirmative defenses based on facts later discovered, pleaded, or offered. To the
 23 extent that any express or implied allegations in the Complaint are not specifically admitted
 24 herein, Defendants deny such allegations.

25 **I. PARTIES**

26 1. Defendants admit that Steve Teixeira currently resides in King County,

1 Washington.

2 2. Defendants admit that Mozilla is a California corporation with its principal place
3 of business in San Francisco, California.

4 3. Defendants admit that Mozilla is a wholly owned subsidiary of the Mozilla
5 Foundation.

6 4. Defendants admit that Laura Chambers is an individual residing in Melbourne,
7 Australia.

8 5. Defendants admit that Dani Chehak is an individual residing in Santa Clara
9 County, California.

10 6. Defendants admit that Winifred Mitchell Baker is an individual residing in San
11 Mateo County, California.

12 7. Defendants admit that Mozilla Foundation is a California public benefit
13 corporation with 501(c)(3) status as a non-profit organization.

14 **II. JURISDICTION AND VENUE**

15 8. Defendants state that no response is required regarding the allegations in this
16 paragraph because these allegations constitute conclusions of law. To the extent a response is
17 required, Defendants do not dispute that this Court has jurisdiction over this action.

18 9. Defendants admit that Mozilla opened a co-working space in Seattle but deny that
19 a formal office was ever opened. Mozilla admits that it transacts business in King County,
20 Washington.

21 10. Defendants admit that Laura Chambers resides in Melbourne, Australia.

22 11. Defendants admit that Dani Chehak resides in Santa Clara County, California.

23 12. Defendants admit that Winifred Mitchell Baker resides in San Mateo County,
24 California.

25 13. Defendants lack knowledge or information sufficient to form a belief about the
26 truth of the allegations set forth in the Complaint's paragraph 13, and on that basis deny the

allegations.

14. Defendants admit that Plaintiff generally worked out of King County, Washington.

15. Defendants admit that Plaintiff generally worked out of King County, Washington.

III. FACTS

16. Defendants admit that the Mozilla project was founded in Santa Clara in 1998, when Netscape made the decision to release the Netscape browser program code to the public under an open-source license.

17. Defendants admit that Mozilla Foundation is funded in part by profits generated from Mozilla's products.

18. Defendants admit that Mozilla's work is guided by its manifesto. Defendants state that no response is required regarding the allegations in this paragraph because the document referenced speaks for itself. Defendants deny the remaining allegations set forth in paragraph 18 of the Complaint.

19. Defendants admit that Mozilla's work is guided by its manifesto. Defendants deny the remaining allegations set forth in paragraph 19 of the Complaint.

20. Defendants admit that Mozilla's work is guided by its manifesto.

21. Defendants deny the allegations set forth in paragraph 21 of the Complaint.

22. Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations set forth in the Complaint's paragraph 22, and on that basis deny the allegations.

23. Defendants admit that Plaintiff became Mozilla’s Chief Product Officer (“CPO”) in August 2022.

24. Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations set forth in the Complaint's paragraph 24, and on that basis deny the

1 allegations.

2 25. Defendants admit that, on or around January 2023, Ms. Baker had a conversation
 3 with Plaintiff regarding the potential that Plaintiff could succeed her should he demonstrate
 4 success in the products organization and his company-wide leadership skills. The succession
 5 plan was always a multi-step process by which Plaintiff would potentially be eligible for the role
 6 of “President,” and then, if successful, he could be eligible for the role of CEO. Plaintiff and
 7 Ms. Baker agreed that they would see how 2023 progressed and reassess at the end of the year.

8 26. Defendants lack knowledge or information sufficient to form a belief about the
 9 truth of the allegations set forth in the Complaint’s paragraph 26, and on that basis deny the
 10 allegations.

11 27. Defendants lack knowledge or information sufficient to form a belief about the
 12 truth of the allegations set forth in the Complaint’s paragraph 27, and on that basis deny the
 13 allegations.

14 28. Defendants admit that Plaintiff was tasked with leading Mozilla Products Group
 15 (“MozProd”) and was tasked with the responsibility of strategy, delivery, and operation of
 16 Mozilla’s commercial product portfolio. Defendants deny the remaining allegations set forth in
 17 paragraph 28 of the Complaint.

18 29. Defendants admit that approximately three quarters of Mozilla personnel were
 19 within MozProd.

20 30. Defendants admit that Firefox has not yet returned to growth. Defendants deny
 21 the remaining allegations set forth in paragraph 30 of the Complaint.

22 31. Defendants admit that the Firefox browser search revenue constitutes
 23 approximately 88% of Mozilla’s revenue. Defendants deny the remaining allegations set forth
 24 in paragraph 31 of the Complaint.

25 32. Defendants deny the allegations set forth in paragraph 32 of the Complaint.

26 33. Defendants deny the allegations set forth in paragraph 33 of the Complaint.

1 34. Defendants admit that Plaintiff received an “Above Achievement” rating for 2022
 2 (representing a five-month period of employment from August to December) and note that
 3 Plaintiff then received a “Below Achievement” rating for 2023, evincing a consistent decline in
 4 performance and overall failure to meet Company objectives and demonstrate a cohesive product
 5 vision.

6 35. Defendants admit that the Company opened a coworking space in Seattle.
 7 Defendants deny the remaining allegations set forth in paragraph 35 of the Complaint.

8 36. Defendants deny the allegations set forth in paragraph 36 of the Complaint.

9 37. Defendants deny that Plaintiff developed formal plans for any product, nor did
 10 Plaintiff present any of his working ideas in a formal plan for approval from Mozilla leadership.
 11 Plaintiff was repeatedly told that his ideas lacked specificity and substance, that he did not have
 12 a viable business plan (or any formal plan), and that any theoretical ideas that Plaintiff had were
 13 based on unvalidated assumptions. Defendants deny the remaining allegations set forth in
 14 paragraph 37 of the Complaint.

15 38. Defendants state that no response is required regarding the allegations in
 16 paragraph 38 because the document referenced speaks for itself.

17 39. Defendants state that no response is required regarding the allegations in
 18 paragraph 39 because the document referenced speaks for itself.

19 40. Defendants deny that Ms. Baker or other senior executives praised Plaintiff at the
 20 Company’s All-Hands event in Montreal in August 2023. The Board and the CEO had very
 21 significant concerns about Plaintiff’s product strategy and tasked two Board members to meet
 22 separately with Plaintiff at the Company All-Hands event to relay these concerns to Plaintiff.
 23 Both Board members asked Plaintiff to perform a deeper dive on a product that they could
 24 evaluate, which Plaintiff failed to do. Defendants deny the remaining allegations set forth in
 25 paragraph 40 of the Complaint.

26 41. Defendants admit that Mozilla opened a coworking space in Seattle in or around

1 September 2023.

2 42. Defendants admit that Ms. Baker had communications with Plaintiff in September
 3 2023 regarding succession planning. In September 2023, Ms. Baker informed Plaintiff that he
 4 was not on track to move to a President role. Ms. Baker and Plaintiff spoke again in late
 5 September, at which time Ms. Baker made it clear to Plaintiff that he would need to make
 6 improvements and demonstrated success within MozProd before he could be considered for any
 7 other role. Defendants admit that a document used the phrase “transitioning parties” but deny
 8 that such document suggests that Plaintiff was on track for the President role. Defendants deny
 9 the remaining allegations set forth in paragraph 42 of the Complaint.

10 43. Defendants lack knowledge or information sufficient to form a belief about the
 11 truth of the allegations set forth in the Complaint’s paragraph 43, and on that basis deny the
 12 allegations.

13 44. Defendants admit that Plaintiff informed Mozilla that he was diagnosed with
 14 cancer on October 3, 2023.

15 45. Defendants admit that Plaintiff is 52 years old.

16 46. Defendants admit that Mozilla approved Plaintiff’s request for leave under the
 17 FMLA and Washington’s Paid Family and Medical Leave Act (“WPFML”).

18 47. Defendants admit that Plaintiff’s responsibilities were distributed to various
 19 members of Mozilla’s senior leadership team, including the SVP of Strategy and Operations, the
 20 Chief Marketing Officer, and the Senior Vice President, Innovation Ecosystems. Defendants
 21 deny the remaining allegations set forth in paragraph 47 of the Complaint.

22 48. Defendants admit that Plaintiff was on FMLA and WPFML leave from October
 23 30, 2023, through February 1, 2024.

24 49. Defendants admit that Plaintiff was on FMLA and WPFML leave from October
 25 30, 2023, through February 1, 2024.

26 50. Defendants admit that Ms. Baker stepped down as Mozilla’s CEO on or about

1 February 8, 2024, and that Laura Chambers was appointed as interim CEO on or about that same
2 day.

3 51. Defendants deny the allegations set forth in paragraph 51 of the Complaint.

4 52. Defendants deny the allegations set forth in paragraph 52 of the Complaint.

5 53. Defendants deny that Plaintiff was not aware of layoffs prior to his return from
6 leave. Defendants deny the remaining allegations set forth in paragraph 53 of the Complaint.

7 54. Defendants lack knowledge or information sufficient to form a belief about the
8 truth of the allegations set forth in the Complaint's paragraph 54, and on that basis deny the
9 allegations.

10 55. Defendants deny the allegations set forth in paragraph 55 of the Complaint.

11 56. Defendants deny the allegations set forth in paragraph 56 of the Complaint.

12 57. Defendants deny the allegations set forth in paragraph 57 of the Complaint.

13 58. Defendants deny the allegations set forth in paragraph 58 of the Complaint.

14 59. Defendants deny that the layoffs were designed to "increase profit margins."

15 Defendants deny the remaining allegations set forth in paragraph 59 of the Complaint.

16 60. Defendants deny that Plaintiff was to falsely take responsibility for the layoff
17 decision-making. Defendants deny the remaining allegations set forth in paragraph 60 of the
18 Complaint.

19 61. Defendants deny the allegations set forth in paragraph 61 of the Complaint.

20 62. Defendants deny the allegations set forth in paragraph 62 of the Complaint.

21 63. Defendants deny the allegations set forth in paragraph 63 of the Complaint.

22 64. Defendants admit the allegations set forth in paragraph 64 of the Complaint.

23 65. Defendants state that no response is required regarding the allegations in
24 paragraph 65 because the document referenced speaks for itself.

25 66. Defendants deny the allegations set forth in paragraph 66 of the Complaint.

26 67. Defendants admit only that a report was made, an investigation conducted, and

1 the matter resolved. Defendants deny the remaining allegations set forth in paragraph 67 of the
 2 Complaint.

3 68. Defendants deny the allegations set forth in paragraph 68 of the Complaint.

4 69. Defendants deny the allegations set forth in paragraph 69 of the Complaint.

5 70. Defendants admit that Plaintiff received a performance review score of “Below
 6 Expectations” in March 2024 to denote his overall underperformance in his areas of
 7 responsibility. Defendants deny that the performance deficiencies were in any way related to
 8 Plaintiff’s leave; they were due to poor performance and poor performance alone. The
 9 performance review detailed that product performance for the entirety of 2023 was significantly
 10 below expectations, Plaintiff had failed to rectify critical gaps in leadership roles, failed to define
 11 agreed-upon product strategies and investment approaches, and refused to embrace and develop
 12 GenAI despite being requested to by the Board and CEO. Additionally, under Plaintiff’s
 13 leadership, the product organization in general was ineffectively organized and missing skill sets
 14 in essential roles. These issues existed prior to Plaintiff’s leave. Plaintiff also refused to repair
 15 his relationship with the Board or listen to constructive feedback, refusing to discuss the March
 16 2024 performance review with Ms. Chambers, stating that “there is nothing here that is going to
 17 be productive to discuss.” Defendants deny the remaining allegations set forth in paragraph 70
 18 of the Complaint.

19 71. Defendants admit that Plaintiff received 50% of his target bonus because of his
 20 poor performance and the score he received on his performance review. Defendants deny that
 21 Plaintiff’s performance review faulted Plaintiff for taking a leave.

22 72. Defendants deny that Ms. Chambers suggested Plaintiff move into a different role
 23 to free up his time for cancer treatment. On or about March 14, 2024, Plaintiff himself suggested
 24 that Ms. Chambers eliminate the CPO role and that his role be split into two parts. He proposed
 25 that his role be titled something along the lines of “SVP, New Products.” The Company worked
 26 with Plaintiff – at Plaintiff’s request – to find a reduced role for Plaintiff, notwithstanding his

1 subpar performance to date.

2 73. Defendants lack knowledge or information sufficient to form a belief about the
 3 truth of the allegations set forth in the Complaint's paragraph 73, and on that basis deny the
 4 allegations.

5 74. Defendants admit that Plaintiff had not requested any additional time off in March
 6 2024.

7 75. Defendants deny the allegations set forth in paragraph 75 of the Complaint.

8 76. Defendants lack knowledge or information sufficient to form a belief about the
 9 truth of the allegations set forth in the Complaint's paragraph 76, and on that basis deny the
 10 allegations.

11 77. Defendants admit that, on or about April 2, 2024, Plaintiff informed Defendants
 12 that he required additional treatment for his cancer. Defendants lack knowledge or information
 13 sufficient to form a belief about the truth of the remaining allegations set forth in the Complaint's
 14 paragraph 77, and on that basis deny the allegations.

15 78. Defendants lack knowledge or information sufficient to form a belief about the
 16 truth of the allegations set forth in the Complaint's paragraph 78, and on that basis deny the
 17 allegations.

18 79. Defendants admit that Defendants had been collaborating with Plaintiff on the
 19 role of "SVP Technology Strategy," a role which he initially proposed (although under a different
 20 name). Defendants admit that, on April 24, 2024, Ms. Chehak sent Plaintiff a summary of their
 21 conversation regarding the role.

22 80. Defendants admit that the proposed compensation for the SVP Technology
 23 Strategy role was approximately 40% less than the compensation Plaintiff was making as CPO.

24 81. Defendants admit that the SVP Technology Strategy role was proposed to end on
 25 December 31, 2024, which aligned with the end of Ms. Chambers' term as interim CEO.

26 82. Defendants admit that Plaintiff declined the offer to serve as SVP Technology

1 Strategy after collaborating with Defendants all month to create the role.

2 83. Defendants deny the allegations set forth in paragraph 83 of the Complaint.

3 84. Defendants deny the allegations set forth in paragraph 84 of the Complaint.

4 85. Defendants deny the allegations set forth in paragraph 85 of the Complaint.

5 86. Defendants deny the allegations set forth in paragraph 86 of the Complaint.

6 87. Defendants admit that Plaintiff sent Ms. Chehak an email on April 25, 2024,
 7 regarding the SVP Technology Strategy role. Defendants deny that any decision-making
 8 regarding Plaintiff's performance or role at the Company was related to Plaintiff's cancer
 9 diagnosis. Rather, Plaintiff had been underperforming well before his cancer diagnosis because
 10 he had failed to rectify critical gaps in leadership roles, he failed to define agreed-upon product
 11 strategies and investment approaches, he refused to embrace and develop GenAI despite being
 12 requested to by the Board and CEO, and he mismanaged and inefficiently organized the product
 13 team. He was not receptive to constructive feedback and failed to repair his broken relationships
 14 with Board members. Defendants state that no response is required regarding the remaining
 15 allegations in paragraph 87 because the document referenced speaks for itself.

16 88. Defendants deny the allegations set forth in paragraph 88 of the Complaint.

17 89. Defendants deny the allegations set forth in paragraph 89 of the Complaint.

18 90. Defendants admit that Plaintiff was presented with a copy of the Company's
 19 standard separation agreement on May 6, 2024. Defendants state that no response is required
 20 regarding the remaining allegations in paragraph 90 because the document referenced speaks for
 21 itself.

22 91. Defendants admit that Ms. Chambers canceled her 1:1 with Plaintiff because she
 23 was recovering from surgery, but she offered to reschedule it with Plaintiff. Defendants admit
 24 that Plaintiff's executive assistant was reassigned, and that the chief of staff was terminated.

25 92. Defendants admit that Plaintiff was placed on administrative leave on May 23,
 26 2024.

1 93. Defendants admit that Plaintiff's direct reports were reassigned to other Mozilla
2 employees while Plaintiff was placed on administrative leave.

3 94. Defendants admit that Plaintiff requested and received a reason for being placed
4 on administrative leave.

5 95. Defendants deny the allegations set forth in paragraph 95 of the Complaint.

6 96. Defendants admit that Plaintiff's access to Mozilla's system access was revoked
7 when he was placed on administrative leave.

8 97. Defendants deny the allegations set forth in paragraph 97 of the Complaint.

9 98. Defendants deny the allegations set forth in paragraph 98 of the Complaint.

10 99. Defendants deny the allegations set forth in paragraph 99 of the Complaint.

11 100. Defendants lack knowledge or information sufficient to form a belief about the
12 truth of the allegations set forth in the Complaint's paragraph 100 and, on that basis, deny the
13 allegations.

14 101. Defendants lack knowledge or information sufficient to form a belief about the
15 truth of the allegations set forth in the Complaint's paragraph 101 and, on that basis, deny the
16 allegations.

17 102. Defendants admit that Plaintiff was terminated on September 1, 2024 and that he
18 was given notice on August 30, 2024. Defendants lack knowledge or information sufficient to
19 form a belief about the truth of the remaining allegations set forth in the Complaint's paragraph
20 102, and on that basis deny the allegations.

21 103. Defendants lack knowledge or information sufficient to form a belief about the
22 truth of the allegations set forth in the Complaint's paragraph 103 and, on that basis, deny the
23 allegations.

24 104. Defendants lack knowledge or information sufficient to form a belief about the
25 truth of the allegations set forth in the Complaint's paragraph 104 and, on that basis, deny the
26 allegations.

1 105. Defendants state that no response is required regarding the allegations in
 2 paragraph 105 of the Complaint because the allegations constitute conclusions of law. To the
 3 extent a response is required, Defendants lack knowledge or information sufficient to form a
 4 belief about the truth of the allegations set forth in the Complaint's paragraph 105, and on that
 5 basis deny the allegations.

6 106. Defendants state that no response is required regarding the allegations in
 7 paragraph 106 of the Complaint because the allegations constitute conclusions of law. To the
 8 extent a response is required, Defendants lack knowledge or information sufficient to form a
 9 belief about the truth of the allegations set forth in the Complaint's paragraph 106, and on that
 10 basis deny the allegations.

11 107. Defendants deny that Plaintiff was owed any money under the Long Term
 12 Incentive Plan Award corresponding to the 2024 fiscal year.

13 **IV. CAUSES OF ACTION**

14 **CLAIM ONE – WASHINGTON LAW AGAINST DISCRIMINATION**

15 **(All Defendants)**

16 108. Defendants re-allege and incorporate by reference their responses to the
 17 allegations set forth in paragraphs 1 through 108 of the Complaint, as fully stated herein.

18 109. Defendants state that no response is required regarding the allegations in
 19 paragraph 109 of the Complaint because the allegations constitute conclusions of law.

20 110. Defendants lack knowledge or information sufficient to form a belief about the
 21 truth of the allegations set forth in the Complaint's paragraph 110 and on that basis deny the
 22 allegations

23 111. Defendants state that no response is required regarding the allegations in
 24 paragraph 111 of the Complaint because the allegations constitute conclusions of law.

25 112. Defendants deny that Plaintiff was performing satisfactory work while employed
 26 at Mozilla. The product organization's performance for the entirety of 2023 was significantly

1 below expectations while under Plaintiff's leadership, Plaintiff failed to rectify critical gaps in
 2 leadership roles, the product organization was ineffectively organized and missing skill sets in
 3 essential roles, and Plaintiff failed to define agreed-upon product strategies and investment
 4 approaches, including into GenAI. Plaintiff also actively refused to listen to any feedback from
 5 the CEO or the Board. The reason action was taken with respect to Plaintiff's employment based
 6 solely on his poor performance and his failures to achieve expectations.

7 113. Defendants state that no response is required regarding the allegations in
 8 paragraph 113 of the Complaint because the allegations constitute conclusions of law.

9 114. Defendants state that no response is required regarding the allegations in
 10 paragraph 114 of the Complaint because the allegations constitute conclusions of law.

11 115. Defendants state that no response is required regarding the allegations in
 12 paragraph 115 of the Complaint because the allegations constitute conclusions of law.

13 116. Defendants state that no response is required regarding the allegations in
 14 paragraph 116 of the Complaint because the allegations constitute conclusions of law.

15 117. Defendants state that no response is required regarding the allegations in
 16 paragraph 117 of the Complaint because the allegations constitute conclusions of law, but
 17 Defendants note that Plaintiff's placement on administrative leave did not result in lost wages or
 18 benefits for Plaintiff.

19 118. Defendants state that no response is required regarding the allegations in
 20 paragraph 118 of the Complaint because the allegations constitute conclusions of law.

21 119. Defendants state that no response is required regarding the allegations in
 22 paragraph 119 of the Complaint because the allegations constitute conclusions of law.

23 **CLAIM TWO – WLAD RETALIATION**

24 **(All Defendants)**

25 120. Defendants re-allege and incorporate by reference their responses to the
 26 allegations set forth in paragraphs 1 through 120 of the Complaint, as fully stated herein.

1 121. Defendants state that no response is required regarding the allegations in
 2 paragraph 121 of the Complaint because the allegations constitute conclusions of law.

3 122. Defendants state that no response is required regarding the allegations in
 4 paragraph 122 of the Complaint because the allegations constitute conclusions of law.

5 123. Defendants state that no response is required regarding the allegations in
 6 paragraph 123 of the Complaint because the allegations constitute conclusions of law, but with
 7 respect to averments of fact made in this paragraph of the Complaint, Defendants deny them as
 8 false.

9 124. Defendants state that no response is required regarding the allegations in
 10 paragraph 124 of the Complaint because the allegations constitute conclusions of law.

11 125. Defendants state that no response is required regarding the allegations in
 12 paragraph 125 of the Complaint because the allegations constitute conclusions of law.

13 126. Defendants admit that Ms. Chambers sent Plaintiff an email on April 27, 2024.
 14 Defendants state that no response is required regarding the remaining allegations in paragraph
 15 126 because the document referenced speaks for itself.

16 127. Defendants admit that Plaintiff was placed on administrative leave on May 23,
 17 2024. Defendants deny the remaining allegations set forth in paragraph 127 of the Complaint
 18 and refer to the amended answer stated in Paragraph 91.

19 128. Defendants state that no response is required regarding the allegations in
 20 paragraph 128 of the Complaint because the allegations constitute conclusions of law.

21 **CLAIM THREE – WLAD DISCLOSURE OF HEALTH INFORMATION**

22 **(All Defendants)**

23 129. Defendants re-allege and incorporate by reference their responses to the
 24 allegations set forth in paragraphs 1 through 129 of the Complaint, as fully stated herein.

25 130. Defendants state that no response is required regarding the allegations in
 26 paragraph 130 of the Complaint because the allegations constitute conclusions of law.

1 131. Defendants state that no response is required regarding the allegations in
 2 paragraph 131 of the Complaint because the allegations constitute conclusions of law.

3 132. Defendants admit that Plaintiff disclosed that his cancer had spread in early April
 4 2024.

5 133. Defendants deny the allegations in paragraph 133 of the Complaint and refer to
 6 Paragraph 84, above.

7 134. Defendants deny the allegations set forth in paragraph 134 of the Complaint.

8 135. Defendants deny the allegations set forth in paragraph 135 of the Complaint.

9 136. Defendants state that no response is required regarding the allegations in
 10 paragraph 136 of the Complaint because the allegations constitute conclusions of law.

11 137. Defendants deny the allegations set forth in paragraph 137 of the Complaint.

12 138. Defendants state that no response is required regarding the allegations in
 13 paragraph 138 of the Complaint because the allegations constitute conclusions of law.

CLAIM FOUR – FALSE LIGHT DEFAMATION

(As To Defendant Mozilla Corporation)

16 139. Defendants re-allege and incorporate by reference their responses to the
 17 allegations set forth in paragraphs 1 through 139 of the Complaint, as fully stated herein.

18 140. Defendants admit that Mozilla has made statements about Plaintiff's health
 19 condition but deny that such disclosures have violated any law.

20 141. Defendants deny the allegations set forth in paragraph 141 of the Complaint.

21 142. Defendants deny the allegations set forth in paragraph 142 of the Complaint.

22 143. Defendants state that no response is required regarding the allegations in
 23 paragraph 143 of the Complaint because the allegations constitute conclusions of law.

CLAIM FIVE – VIOLATIONS OF THE FAMILY AND MEDICAL LEAVE ACT

(All Defendants)

26 144. Defendants re-allege and incorporate by reference their responses to the

1 allegations set forth in paragraphs 1 through 144 of the Complaint, as fully stated herein.

2 145. Defendants deny the allegations set forth in paragraph 145 of the Complaint.

3 146. Defendants state that no response is required regarding the allegations in
4 paragraph 146 of the Complaint because the allegations constitute conclusions of law.

5 **CLAIM SIX – PAID FAMILY AND MEDICAL LEAVE INTERFERENCE**

6 **(All Defendants)**

7 147. Defendants re-allege and incorporate by reference their responses to the
8 allegations set forth in paragraphs 1 through 147 of the Complaint, as fully stated herein.

9 148. Defendants deny the allegations set forth in paragraph 148 of the Complaint.

10 149. Defendants state that no response is required regarding the allegations in
11 paragraph 149 of the Complaint because the allegations constitute conclusions of law.

12 150. Defendants state that no response is required regarding the allegations in
13 paragraph 150 of the Complaint because the allegations constitute conclusions of law.

14 **CLAIM SEVEN – SILENCED NO MORE ACT**

15 **(As To Defendant Mozilla Corporation)**

16 151. Defendants re-allege and incorporate by reference their responses to the
17 allegations set forth in paragraphs 1 through 151 of the Complaint, as fully stated herein.

18 152. Defendants state that no response is required regarding the allegations in
19 paragraph 152 of the Complaint because the allegations constitute conclusions of law.

20 153. Defendants state that no response is required regarding the allegations in
21 paragraph 153 of the Complaint because the allegations constitute conclusions of law.

22 **CLAIM EIGHT – DECLARATORY RELIEF**

23 **(As To Defendant Mozilla Corporation)**

24 154. Defendants re-allege and incorporate by reference their responses to the
25 allegations set forth in paragraphs 1 through 154 of the Complaint, as fully stated herein.

26 155. Defendants state that no response is required regarding the allegations in

1 paragraph 155 of the Complaint because the allegations constitute conclusions of law.

2 156. Defendants admit that Plaintiff and Mozilla entered into Long-Term Incentive
 3 Plan Participation Agreements on August 1, 2022, and January 1, 2023.

4 157. Defendants state that no response is required regarding the allegations in
 5 paragraph 157 of the Complaint because the allegations constitute conclusions of law.

6 **PRAYER FOR RELIEF**

7 Defendants are not obligated to respond to Plaintiff's request for relief. To the extent
 8 that a response is required, Defendants deny that Plaintiff is entitled to any relief.

9 **DEFENSES AND AFFIRMATIVE DEFENSES**

10 Defendants deny, generally and specifically, any allegations in Plaintiff's Complaint to
 11 which they have not yet responded. Defendants further reserve the right to amend or modify any
 12 of their responses to the allegations set forth in Plaintiff's Complaint. Defendants further allege
 13 the following defenses and affirmative defenses:

14 1. Plaintiff's claims are barred because Plaintiff fails to allege facts sufficient to state
 15 any claim against Defendants.

16 2. Plaintiff's claims are barred because if the injuries and/or damages in the
 17 Complaint occurred, such injuries were proximately caused by and/or contributed to by
 18 Plaintiff's own acts or failures to act.

19 3. Plaintiff's claims are barred, in whole or in part, by the applicable statute of
 20 limitations.

21 4. Plaintiff's claims are barred because Plaintiff's damages, if any, were caused by
 22 his own actions in failing to mitigate damages.

23 5. Plaintiff's claims are barred under the doctrine of unclean hands.

24 6. Plaintiff's claims are barred under the doctrine of laches.

25 7. Plaintiff's claims are barred by the doctrine of estoppel.

26 Defendants reserve the right to amend, modify, revise, or supplement their Amended

1 Answer and to plead such further affirmative defenses and take such actions as they may deem
2 proper and necessary in their defense upon completing their investigation into Plaintiff's
3 allegations.

4
5 Respectfully submitted this 22nd day of April 2025.

6
7 DLA PIPER LLP (US)

8 *By: s/ Anthony Todaro*
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9 *s/ Alexandria Cates*
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13
14 *Attorneys for Defendants*
MOZILLA CORPORATION a.k.a
M.F. TECHNOLOGIES,
LAURA CHAMBERS, and DANI CHEHAK
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CERTIFICATE OF SERVICE

I hereby certify that on April 22, 2025, I caused a true and correct copy of the foregoing document to be served on the parties listed below in the manner indicated:

Mathew L. Harrington
Amy K. Alexander
Maricarmen Perez-Vargas
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- Via Hand Delivery
 - Via U.S. Mail
 - Via E-mail
 - Via the Court's
E-Service Device

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I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Dated this 22nd day of April, 2025

s/ Christine Bento
Christine Bento, eFiling Clerk